

## **WARREN COUNTY BOARD OF SUPERVISORS**

**COMMITTEE: COUNTY FACILITIES**

**DATE: JULY 3, 2012**

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**COMMITTEE MEMBERS PRESENT:**

SUPERVISORS GIRARD  
THOMAS  
LOEB  
WESTCOTT

**OTHERS PRESENT:**

JEFFERY TENNYSON, SUPERINTENDENT OF THE DEPARTMENT OF PUBLIC WORKS  
FRANK MOREHOUSE, SUPERINTENDENT OF BUILDINGS  
ROSS DUBARRY, AIRPORT MANAGER  
DANIEL G. STEC, CHAIRMAN OF THE BOARD  
PAUL DUSEK, COUNTY ADMINISTRATOR  
JOAN SADY, CLERK OF THE BOARD  
KEVIN GERAGHTY, BUDGET OFFICER  
AMANDA ALLEN, DEPUTY CLERK OF THE BOARD

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**COMMITTEE MEMBER ABSENT:**

SUPERVISOR MASON

Mr. Girard called the meeting of the County Facilities Committee to order at 1:30 p.m.

Mr. Girard pointed out a correction was necessary to the May 30, 2012 County Facilities Minutes on the fifth paragraph of the first page. He advised the name of the individual having interest in leasing space outside of the former Ciba-Geigy building should be corrected as follows: Jim VanGuilder with North County Soda Blasting. Motion was made by Mr. Loeb, seconded by Mr. Thomas and carried unanimously to approve the minutes of the May 30, 2012 Committee meeting with the correction outlined above and subject to further correction by the Clerk of the Board.

Privilege of the floor was extended to Frank Morehouse, Superintendent of Buildings, who distributed copies of the agenda to the Committee members; *a copy of the agenda is on file with the minutes.*

Mr. Morehouse said there was no old business to discuss but advised of a new business item brought to his attention by Paul Dusek, County Administrator. Mr. Dusek stated that Warren County had entered into an Intermunicipal Agreement with the Town of Warrensburg in 2000 which had authorized two wells which were existing on the Countryside Adult Home property, as well as a third additional well to be drilled on the property. He noted it had been necessary to drill the third well 1,000 feet from the originally intended position and it would be necessary to amend the Intermunicipal Agreement to reflect the actual location. He clarified that the original Agreement had authorized the well and the amendment would merely change the location of the well. He advised he would work with Jeffery Tennyson, Superintendent of the Department of Public Works (DPW) to draft a new map to be attached to the amended Intermunicipal Agreement.

Motion was made by Mr. Loeb and seconded by Mr. Thomas to amend the existing Intermunicipal Agreement with the Town of Warrensburg to revise the site indicated for drilling of a third well.

Mr. Loeb suggested the Committee wait until the map was drafted before approving the amendment to the Intermunicipal Agreement. Mr. Dusek stated the Committee could wait for the documentation if they wished but he pointed out the well had been approved by the original Agreement and they were merely revising the paperwork to reflect the actual location where the well had been drilled. Mr. Girard explained the well had been drilled in the originally intended location but no water had been found. He added a new location had been selected and water had been found in that location. He reiterated Mr. Dusek's comment that they were merely revising the paperwork. Mr. Geraghty stated the necessary easements to drill three wells had been obtained and he noted the Town of Warrensburg did not charge the County for water usage at Countryside Adult Home. He advised that when the third well was drilled at the original location and no water had been found, he had

authorized drilling in a new location and had not realized it would cause an issue with the paperwork. Mr. Dusek stated the well was drilled in a way that was consistent with the original agreement except that it was 1,000 feet from the location identified therein. He reiterated that they were merely revising the paperwork. Mr. Loeb stated he felt it was important to have the documentation prior to approving the amendment.

Following further discussion on the matter, Mr. Tennyson advised he would ensure a new map was drafted prior to the July 20, 2012 Board meeting.

Mr. Girard called the question and the motion was carried unanimously to amend the existing Intermunicipal Agreement with the Town of Warrensburg to revise the site indicated for drilling of a third well. *The necessary resolution was authorized for the July 20, 2012 Board meeting.*

Pertaining to the pending item concerning installation of an alarm interface at the Municipal Center, Mr. Morehouse advised the County Attorney's Office was trying to clear up some legal issues with the agreement and once they were completed the installation would commence.

Mr. Westcott entered the meeting at 1:38 p.m.

This concluded the Buildings & Grounds portion of the Committee meeting and the Airport portion of the meeting commenced at 1:39 p.m.

Privilege of the floor was extended to Ross Dubarry, Airport Manager, who distributed copies of the agenda to the Committee members; *a copy of the agenda is on file with the minutes.*

Mr. Dubarry presented two resolution requests, as follows:

- ▶ to authorize the submission of a grant application to the FAA (Federal Aviation Administration) for an amount not to exceed \$700,000 for the Phase II continuation of Capital Project No. H325.9550 280, Avigation Easement/Land Acquisition, for five parcels in the Runway 30 Approach; and
- ▶ to authorize the Chairman of the Board to sign offer letters for land acquisitions in relation to Capital Project No. H325.9550 280.

Mr. Dubarry noted a copy of a letter from the New York State Department of Transportation (NYS DOT) was included in the agenda packet. He said this letter was sent to the consultants, C & S Engineers, regarding the appraisal value notification. He stated the letter included the amount of just compensation to be provided to the land owners and he pointed out that two of the land owners were listed with two separate scenarios. He commented that in both instances Scenario #1 included a portion of a fee simple purchase for a portion of their property, as well as the just compensation for the avigation easement. He explained that during the preliminary negotiations with the two land owners, they had indicated a preference to sell a portion of their properties as opposed to just providing an easement. Mr. Dubarry pointed out that the asterisk next to the Scenario #1 total for Charon Trust indicated that since the appraisal was in excess of \$300,000, a second appraisal was required. He added the second appraisal had been initiated and the cost of same would be covered by the grant funding.

Mr. Dubarry reviewed the aerial photograph included in the agenda packet and said it was part of the appraisal report for the Charon Trust property and depicted the various easements versus the fee acquisition portions of the property. He advised they were trying to purchase the portion of the property directly under the runway protection zone which had critical obstructions that were

immediate safety concerns. He noted this property owner also owned land which was under protected air space but the easements began at heights where it was not necessary to purchase the property, as it was more beneficial to acquire the easements. He explained the purchase offer had been divided into easements for the outer portions of the property and purchase of the center portions.

Mr. Loeb asked for clarification of the aerial photograph and Mr. Dubarry explained the map depicted three separate parcels with one land owner, the Charon Trust. He noted the area outlined in yellow and labeled #3 was a portion of the property which would be purchased. This area, he continued, was directly underneath the approach of the runway. He added the area of the photograph outlined in pink, which was a section of the parcel labeled #1, was the other portion of the property they wanted to purchase. He noted that since they only wanted to purchase the southern section of the parcel, it would be necessary to request a subdivision from the Town of Queensbury. Mr. Dubarry mentioned they would only purchase avigation easements for the northern portion of the parcel labeled #1, outlined in red and for the parcel labeled #2, outlined in blue. He advised that New York State had conducted a review of the appraisal reports and had approved the amounts.

Mr. Tennyson explained the review process with the NYS DOT and the FAA included an analysis of what the Warren County Airport needed. He said they had reviewed the parcels and decided there was justification for the fee acquisitions. He said the scenarios gave the County a little flexibility in negotiations with the property owners. He stated each scenario had been through the review process and would be eligible for grant funding. A brief discussion ensued.

Mr. Loeb asked for clarification on the resolution requests and Mr. Dubarry replied he was requesting authorization to submit offers of purchase/easements to the landowners, the value of which was illustrated on the NYS DOT letter. He explained the first landowner, George. L. Sicard, preferred Scenario #1 which had an appraisal value of \$106,500 for the purchase of a portion of the property and an easement over the remainder of the property. The second landowner, Queensbury 400 Properties, Inc., he continued, owned a small parcel of land and easement over that parcel was valued at \$46,700. Mr. Dubarry continued by saying the third landowner, the Charon Trust, owned several parcels which were discussed during the review of the aerial photograph. He added the value of the purchases and easements of the Charon Trust property previously discussed totaled \$467,700.

Mr. Loeb asked the purpose of Scenario #2 for the Sicard property and the Charon Trust property. Mr. Dubarry responded that they had directed the appraiser to offer the second scenario during the preparation of the reports in case the landowners were opposed to selling portions of their property. Mr. Loeb asked if Scenario #2 reflected just compensations for easements and Mr. Dubarry replied affirmatively. Mr. Dubarry added the landowners were not interested in just avigation easements and wanted to sell the land as outlined.

Mr. Tennyson advised that before formal offers could be presented to the landowners, they had to be endorsed by the Chairman of the Board. He added the resolution would authorize the Chairman to sign the just compensations.

Discussion ensued.

Motion was made by Mr. Loeb and seconded by Mr. Thomas to authorize the submission of a grant application to the FAA for an amount not to exceed \$700,000 for the Phase II continuation of Capital Project No. H325.9550 280, Avigation Easement/Land Acquisition, for five parcels in the Runway 30

Approach; and to authorize the Chairman of the Board to sign offer letters for land acquisitions in relation to Capital Project No. H325.9550 280.

Mr. Dubarry noted the grant application could not be submitted until the commitment to sell or provide easements were received from the landowners. He said the deadline for submission was approaching but two of the property owners had indicated their intent to sell and provide easements.

Mr. Westcott stated he had reviewed the project and had spoken with several pilots. He concluded that the Airport was an important asset to the County and the pilots who kept planes on the Airport property were happy with the operation of the facility. He stated he was opposed to the Runway Extension Project, opining that it was not necessary and would be costly to the taxpayers of Warren County.

Mr. Dusek stated he believed there was an easement on record for either the Charon Trust property or the Sicard property. Mr. Tennyson concurred that there was an existing easement and questioned if it would impact the purchases. Mr. Dubarry clarified the existing easement referenced a map that could not be located and without the map the easement was not enforceable. He said he had requested the County Attorney's Office to continue attempting to locate the map which dated back decades and pertained to a much larger parcel prior to subdivision of the property by a previous owner. Mr. Dusek asked if there was a written opinion by the County Attorney's Office which stated that the existing easement was not enforceable and Mr. Dubarry replied in the negative but noted the County Attorney had stated such verbally. Mr. Tennyson advised they would pursue the existing easement as far as possible and would only make the offers if the existing easement was deemed to be unenforceable. He voiced his concern pertaining to the possibility of pursuing the existing easement and not meeting the FAA Grant application deadline. Mr. Dusek said if the existing easement was valid then the just compensation amounts would be reduced. He suggested the resolution requests be approved contingent upon review by County Attorney with regard to any possible existing easement agreements. A brief discussion ensued.

Mr. Loeb amended his motion to include that it would be contingent upon review by County Attorney with regard to any possible existing easement agreements and Mr. Thomas amended his second to the motion.

Mr. Loeb stated that he appreciated Mr. Westcott's comments with regards to his opposition of the Runway Extension Project; however, he noted, this issue was separate from the Runway Extension Project as it pertained to removing obstructions from the runway approach. He added that if this issue was not dealt with it would eventually affect the path of the runway. Mr. Tennyson commented that the FAA had been patient with many of the obstructions due to progress being made. He agreed with Mr. Loeb's assessment that the issue pertained to existing obstructions on the runway approach as it was currently and did not pertain to the Runway Extension Project.

Mr. Girard called the question and the motion was carried by majority vote with Mr. Westcott voting in opposition to authorize the submission of a grant application to the FAA for an amount not to exceed \$700,000 for the Phase II continuation of Capital Project No. H325.9550 280, Avigation Easement/Land Acquisition, for five parcels in the Runway 30 Approach; and to authorize the Chairman of the Board to sign offer letters for land acquisitions in relation to Capital Project No. H325.9550 280, contingent upon review by County Attorney with regard to any possible existing easement agreements. *Copies of the resolution request forms are on file with the minutes and the necessary resolutions were authorized for the July 20, 2012 Board meeting.*

Mr. Dubarry reminded the Committee members that the SunKiss Balloon Festival would be held during the upcoming weekend at the Warren County Airport and an Event Schedule for same was included in the agenda packet. He said the events would be held at the Airport on Saturday July 7, 2012 and Sunday, July 8, 2012. He noted the events on Friday, July 6, 2012 would be held at various parks throughout the region. He said three balloon launches were planned for the SunKiss Balloon Festival on Saturday morning and evening and Sunday morning. He advised the Airport had a traffic plan in place which would be assisted by signage provided by DPW Staff.

As there was no further business to come before the County Facilities Committee, on motion made by Mr. Loeb and seconded by Mr. Thomas, Mr. Girard adjourned the meeting at 2:03 p.m.

Respectfully submitted,  
Charlene DiResta, Sr. Legislative Office Specialist